

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 97			
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-16-R-0010		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED			6. REQUISITION/PURCHASE NO.	
7. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011				CODE W911QY	8. ADDRESS OFFER TO (If other than Item 7)				CODE
TEL: FAX:				See Item 7				TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 05:00 PM local time 01 Jun 2016
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME YVETTE DALTORIO	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS yvette.m.daltorio.ctr@mail.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

- A.1 U.S. Army ACC-APG, Natick Contracting Division, on behalf of The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD) has a requirement for the Joint Enterprise-Research, Development, Acquisition, and Production/Procurement (JE-RDAP) contract, a multiple award, Enterprise-wide Omnibus contract vehicle that will provide the JPEO-CBD with mission-essential contracted support for the Research, Development, Acquisition and Production/Procurement (RDAP) of Chemical, Biological, Radiological, Nuclear, and High-Yield Explosives CBRNE Defense systems, Equipment, and Material; Installation Protection; Radiological/Nuclear Defense Systems, and CBRNE Information Systems.
- A.2 The RDAP activities to be performed under this contract are for research and development of CBRNE Defense systems, equipment and material subject to the acquisition policies and guidance of the “*Operation of the Defense Acquisition System*” (DODI 5000.02) and production/procurement of these future developed CBRNE defense capabilities. As described within the DODI 5000.02, RDAP will encompass those acquisition activities from the Material Development Decision (MDD) through the Materiel Solution Analysis Phase, Technical Maturation/Risk Reduction (TMRR) Phase and the Production and Deployment Phase. As required, activities provided under RDAP Orders may include fielding of CBRNE Defense capabilities to achieve Full Operational Capability (FOC) for the User.
- A.3 The Government anticipates this solicitation will result in the award of multiple enterprise-wide omnibus contracts. JE-RDAP orders will be competed among and awarded to large and small business JE-RDAP Contract holders utilizing best value, trade-off or Lowest Price, Technically Acceptable (LPTA) procedures and may include Firm Fixed Price (FFP), Fixed Price Incentive Fee (FPIF), Fixed Price with Prospective Price Determination, Cost Plus Fixed Fee (CPFF) and Cost Plus Incentive Fee (CPIF) contracting approaches with tailoring of Statements of Objectives (SOOs), Statements of Work (SOWs), or Performance Work Statements (PWSs), accommodating the nature of the RDAP activities as required. The overall ceiling of the JE-RDAP Contract is \$7.81B, which consists of one 5-year base period and one 5-year option period. JE-RDAP Contracts will be awarded with full and open competition, using best value-trade off procedures.
- A.4 CLIN Structure: As presented in DRAFT solicitation(s) are notional in nature only and are meant to be demonstrative of SOW tasks anticipated. FINAL RFP issued for proposal response will contain a more detailed structure.
- A.5 Guaranteed Minimum: As referred to in paragraph (b) of FAR Clause 52.216-22, “Indefinite Quantity,” the contract minimum quantity is a total of \$2,500 worth of Orders to each JE-RDAP Contract awardee. The guaranteed minimum of this contract shall be applicable to the five (5) year base ordering period only. The minimum will be awarded prior to the end of the first year of the base ordering period.
- A.6 DISCLOSURE OF UNIT PRICE INFORMATION – This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987) of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.
- A.7 IAW Section 813 of the FY15 NDAA and Public Law 112-81, labor rates and overhead rates in any services contract or Task Order with an estimated value greater than \$10,000,000 awarded to a contractor in fiscal year 2012, 2013, 2014 or 2015 shall not exceed labor rates and overhead rates paid to the contractor for similar contract services to the Government in fiscal year 2010. Therefore, offerors are cautioned that rates proposed at the IDIQ level are a price ceiling, and at the Task order level-the proposed price cannot exceed 2010 rates. Offerors shall be required to submit information Other Than Certified Cost and Pricing Data on rates received in 2010 for the same or similar Government work to validate that the proposed Task order prices IAW Section 813 of the FY15 NDAA and Public Law 112-81.

- A.8 Labor Categories: The Government anticipates that at a minimum the following labor categories will be required for successful performance of tasks anticipated in JE-RDAP orders; Program Manager; Program Analyst, Hardware Engineer (specify Engineer discipline(s)); Software Engineer, Administrative Assistant; Budget Analyst, Cost Analyst; Contract Support Analyst.
This is a notional listing only and it is the vendor's responsibility to propose the appropriate labor categories based on the individual statement of work for each JE-RDAP task order.
- A.9 A partial small business set aside may be established for RDAP Orders having a threshold value of \$5M or less per year, for each year of performance, to include the RDAP Order's option years.
- A.10 Proposal shall include a small business participation plan if the vendors SBA designation is "Other Than Small Business".
- A.11 There are multiple North American Industry Classification System (NAICS) codes that apply to this solicitation. JE-RDAP orders will be issued against one of the following applicable codes; 541511 – Custom Computer Programming Services with a small business size of \$27.5M; 541512 – Computer Systems Design Services with a small business size of \$27.5M; 541711 – Research and Development in Biotechnology with a small business size of 500 employees; or 541712 – Research and Development in Physical, Engineering and Life Sciences (except Biotechnology) with a small business size of 500 employees.
- A.12 This acquisition will be competed on a full and open basis
- A.13 The Government intends to award a contract(s) WITHOUT DISCUSSION with offerors, but reserves the right to conduct discussions if determined to be necessary or in the best interests of the Government.
- A.14 Contract award(s) resulting from this solicitation are subject to availability of funds. However, if a contract resulting from this solicitation is awarded, either a funded Delivery Order will be issued simultaneously, or the guaranteed minimum for the base ordering period will be obligated.
- A.15 On-Ramps: As part of an ongoing assessment of the contract effort, the Government intends to determine whether it would be appropriate to announce a new competition for the purpose of adding JE-RDAP prime contract holders. At a minimum, On-Ramps will be considered at the three (3) year anniversary of the base (and option if exercised) ordering period.
- A.16 Off-Ramps: Off ramps may apply to JE-RDAP prime contract holders when prime contract holders fail to participate on RDAP Order requirements for which the contract-holder has had a reasonable chance for award. The Government may reserve the right not to exercise options to the contract performer on the base award or remaining RDAP Order(s), due to lack of participation during the timeframe stated in the base contract or based on poor performance on previous RDAP Orders. Furthermore, as part of an "off ramp" evaluation, a prime contract holder's performance level against the small business subcontracting goals will be considered and taken into account.
- A.17 Mid-Program Review: In an effort to maintain robust competition during instances of poor performance, the Government will conduct a mid-program review to assess the prime contractor's performance to determine whether or not the contractor failed to meet standards, as required by the contract terms and conditions. The mid-program review will examine performance results. If the Government determines that the JE-RDAP Contract holder has failed to meet standards, then the Government may forego exercising future options at the base award and RDAP Order level in favor of refreshing the pool of qualified contractors. Additionally, a mid-program review is planned to assess the need for a new Enterprise-wide Omnibus Contract vehicle effort to be executed as a follow-on to the JE-RDAP (10 year) ordering period. This will allow for the JPEO-CBD leadership to assess and consider acquisition systems in development with requirement to smoothly transition from the production and deployment phases to the sustainment phases and to support continuation of systems development that may take longer than the JE-RDAP period of execution-performance.

- A.18 Copies of the Attachments, Exhibits, and Appendixes listed in this Solicitation may be downloaded from the Natick Contracting Division website: <http://www3.natick.army.mil/Team/JE-RDAP.aspx>
- A.19 All questions should be directed to yvette.m.daltorio.ctr@mail.mil no later than 4:00PM EST, 14 calendar days after the date of release of this Solicitation.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Research and Development FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Supplies FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0003	Services FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004	Research and Development FFP Installation Protection Systems and capabilities FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005	Supplies FFP Installation Protection Systems and capabilities FOB: Destination		Lot		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006	Services FFP Installation Protection Systems and capabilities FOB: Destination		Lot		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0007	Research and Development FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0008	Supplies FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0009	Services FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0010	Research and Development FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0011	Supplies FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0012	Services FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0013	Joint Effort - Research & Development FFP FOB: Destination		Lot		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0014	Joint Effort - Supplies FFP FOB: Destination		Lot		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0015	Joint Effort - Services FFP FOB: Destination		Lot		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Research and Development CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Supplies CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Services CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Research and Development CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	Supplies CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Services CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Research and Development CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	Supplies CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	Services CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	Research and Development CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	Supplies CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	Services CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	Joint Effort - Research & Development CPFF FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029	Joint Effort - Supplies CPFF FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0030	Joint Effort - Services CPFF FOB: Destination		Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0031	Travel COST IAW The Government Joint travel Regulations FOB: Destination		Job		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Research and Development FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination		Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
1002 OPTION	Supplies FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
1003 OPTION	Services FFP CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Research and Development FFP Installation Protection Systems and capabilities FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Supplies FFP Installation Protection Systems and capabilities FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Services FFP Installation Protection Systems and capabilities FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Research and Development FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Supplies FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Services FFP CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Research and Development FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination		Lot		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Supplies FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination		Lot		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1012 OPTION	Services FFP Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1013 OPTION	Joint Effort - Research & Development FFP FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1014 OPTION	Joint Effort - Supplies FFP FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1015 OPTION	Joint Effort - Services FFP FOB: Destination		Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1016 OPTION	Research and Development CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination		Job		

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017 OPTION	Supplies CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1018 OPTION	Services CPFF CBRNE Defense Systems, Equipment and Material; Individual Protective Equipment, C/B Detectors, Collective Protection, Decontamination Systems / Decontaminants, Integration of CBRNE Defense Systems, Medical Devices FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1019 OPTION	Research and Development CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1020 OPTION	Supplies CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1021 OPTION	Services CPFF Installation Protection Systems and capabilities FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1022 OPTION	Research and Development CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1023 OPTION	Supplies CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1024 OPTION	Services CPFF CBRNE Information Systems providing correlated CBRNE hazard warning, reporting and effects assessment; Warning & Reporting, Joint Effects, Biosurveillance Portal FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1025 OPTION	Research and Development CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1026 OPTION	Supplies CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1027 OPTION	Services CPFF Radiological/Nuclear Defense Systems supporting the warfighters air, ground and shipboard operations; Ground / Ship / Airborne / Standoff FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1028 OPTION	Joint Effort - Research & Development CPFF FOB: Destination		Job		
				MAX COST FIXED FEE	<hr/>
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1029 OPTION	Joint Effort - Supplies CPFF FOB: Destination		Job		
				MAX COST FIXED FEE	<hr/>
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1030 OPTION	Joint Effort - Services CPFF FOB: Destination		Job		
				MAX COST FIXED FEE	<hr/>
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1031 OPTION	Travel COST IAW The Government Joint travel Regulations FOB: Destination		Job		
MAX COST					

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$
0009		\$		\$
0010		\$		\$

0011	\$	\$
0012	\$	\$
0013	\$	\$
0014	\$	\$
0015	\$	\$
0016	\$	\$
0017	\$	\$
0018	\$	\$
0019	\$	\$
0020	\$	\$
0021	\$	\$
0022	\$	\$
0023	\$	\$
0024	\$	\$
0025	\$	\$
0026	\$	\$
0027	\$	\$
0028	\$	\$
0029	\$	\$
0030	\$	\$
0031	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
1006	\$	\$

1007	\$	\$
1008	\$	\$
1009	\$	\$
1010	\$	\$
1011	\$	\$
1012	\$	\$
1013	\$	\$
1014	\$	\$
1015	\$	\$
1016	\$	\$
1017	\$	\$
1018	\$	\$
1019	\$	\$
1020	\$	\$
1021	\$	\$
1022	\$	\$
1023	\$	\$
1024	\$	\$
1025	\$	\$
1026	\$	\$
1027	\$	\$
1028	\$	\$
1029	\$	\$
1030	\$	\$
1031	\$	\$

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1.0 **OBJECTIVE.** The Joint Enterprise-Research, Development, Acquisition and Production/Procurement (JE-RDAP) is a Multiple Award Omnibus Contract (herein referred to as the “Enterprise-wide Omnibus Contract” or the “JE-RDAP Contract”) that will establish a cadre of highly qualified contractors to compete for Research, Development, Acquisition, and Production/Procurement (RDAP) Orders. RDAP Orders awarded under the JE-RDAP Contract will provide for future research, development, production/procurement, and fielding of CBRNE defense systems, equipment, and materiel.

C.2.0 **BACKGROUND.** The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD) and its chartered Joint Project Managers (JPMs) lead, manage, and direct the development, acquisition, production/procurement, fielding, and sustainment of Chemical, Biological, Radiological, Nuclear, and High Yield Explosives (CBRNE) defense systems and equipment.

The JPEO-CBD portfolio encompasses RDAP of CBRNE defense capabilities, to include: CBRNE Defense Systems, Equipment and Materiel providing detection and individual and collective protection; Installation Protection Systems and Capabilities; CBRNE Information Systems providing related warning, reporting, and effects assessments; Medical Devices; Decontamination Systems and Decontaminates; and Radiological/Nuclear Defense Systems with capabilities supporting air, ground, and shipboard operations.

The CBRNE systems developed by the JPEO-CBD are used by the military services within the Department of Defense (DOD) and by various Other Government Agencies (OGAs). These systems and items of equipment provide critical force protection against CBRNE Weapons of Mass Destruction (WMD) world-wide.

C.3.0 **SCOPE.** The main activities to be performed under this contract are for research and development of CBRNE defense systems, equipment, and materiel subject to the acquisition policies, procedures, and guidance of the “*Operation of the Defense Acquisition System*” (i.e., DOD Instruction (DODI) 5000.02), and for production/procurement of future-developed CBRNE defense capabilities

RDAP Orders shall encompass activities that span all phases of acquisition as described in the DODI 5000.02, from the Materiel Development Decision through the Materiel Solution Analysis Phase, Technical Maturation/Risk Reduction (TMRR) Phase and the Production and Deployment (P&D) Phase. As required, RDAP Orders may include fielding of CBRNE defense capabilities to achieve Full Operational Capability (FOC) for the User. A Materiel Development Decision (MDD) shall be conducted by the JPEO-CBD for each new CBRNE system development to determine the entry point into the Defense Acquisition System in accordance with (IAW) DODI 5000.02.

The Enterprise-wide Omnibus Contracts shall be awarded with full and open competition, using Best Value, Trade-off procedures. The ceiling price of the JE-RDAP Contract is \$7.81B, which consists of one 5-year base period and one 5-year option period. In accordance with FAR 52.216-22, contractors may be required to continue work on RDAP Orders for up to five (5) years after the expiration of the JE-RDAP Contract ordering period.

RDAP Orders shall be awarded using Best Value, Trade-off or Lowest Price Technically Acceptable (LPTA) procedures. The period of performance (POP) for each RDAP Order will be tailored according to the requirements of the Order. The Government shall seek and promote competition at the RDAP Order level by planning to offer *Fair Opportunity* (FAR 16.505) to large and small businesses.

Enterprise-wide Omnibus Contract holders may team or subcontract with other vendors - to include JE-RDAP Contract holders and outside vendors - in order to compete for RDAP orders.

The provisions of FAR 19.502-2 pertaining to small business set-asides shall be considered for each new RDAP Order. The “rule of two” will be considered as part of all RDAP Order awards. Additionally, RDAP Orders may be

awarded as a partial, small business set-aside. The set aside will have a threshold value of \$5M or less per year, for each year of performance to include option years. A Small Business Coordination Record (DD-2579) will be prepared for each RDAP Order.

The North American Industry Classification System (NAICS) Codes determined as most applicable to RDAP Orders awarded as a set-aside are contained within Sector 54/Sub-Sector 541, Professional, Scientific and Technical Services:

- 541511 Custom Computer Programming (size standard - \$27.5M)
- 541512 Computer Systems Design (size standard - \$27.5M)
- 541711 Research and Development in Biotechnology (size standard – 500 employees)
- 541712 Research and Development in Physical, Engineering and Life Sciences (except Biotechnology) (size standard – 500 employees)

The JPEO-CBD and its JPMs shall be the primary customer for the JE-RDAP Contract. It is envisioned that additional DOD organizations may utilize this contract vehicle with JPEO-CBD approval.

C.4.0 REQUIREMENTS. Contractor(s) shall satisfy all of the following requirements for award of an Enterprise-wide Omnibus (JE-RDAP) Contract. Only JE-RDAP Contract holders may compete for future RDAP Orders.

C.4.1 Technical/Management Experience.

C.4.1.1 Management Structure. The prime contractor shall present its organizational structure to include team members if applicable and describe the organizations approach to manage and execute future RDAP Orders.

C.4.1.2 Technical and Production Experience. Technical and Production Experience to be presented as core competencies by the contractor or contractor team may be cited relative to a CBRNE defense system/capability or non-CBRNE hardware, software or combined hardware-software intensive research and development program.

For contractor team proposal submissions, the prime/lead contractor shall possess and describe their internal corporate experience in at least one of the core competency areas (Technical or Production Experience) as defined below.

C.4.1.2.1 Technical Experience. The contractor shall describe their experience, as a team or standalone organization, pertaining to research, design, and development executed IAW DODI 5000.02.

C.4.1.2.2 Production Experience. The contractor shall describe their experience, as part of a team or as a standalone organization, pertaining to production/manufacture. The contractor shall describe its experience implementing production and manufacturing “scale up,” configuration management, and quality control.

C.4.1.3 Integration Experience. The contractor shall demonstrate its experience, as part of a team or as a standalone organization, to integrate multiple hardware, software or combined hardware-software systems, equipment, or materiel to achieve a broad-based, synergistic, system-of-systems capability.

C.4.1.4 Cost Management. The contractor shall describe its implementation of cost control methodologies (processes/procedures) applied to the research and development of hardware, software or combined hardware-software systems/capabilities and report on cost savings results and any cost avoidance achieved.

C.5.0 Optional On-Ramp. The Government reserves the right to on-ramp additional JE-RDAP Contract holders if it is determined that adequate competition is not being accomplished for the RDAP Orders. The selection criteria for on-ramping onto the existing JE-RDAP Contract will be the same requirements specified herein.

C.6.0 ACRONYM LIST.

CBRNE	Chemical, Biological, Radiological, Nuclear, and High-Yield Explosives
DOD	Department of Defense
DODI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
FOC	Full Operational Capability
IAW	In accordance with
JE-RDAP	Joint Enterprise Research, Development, Acquisition and Production/Procurement
JPEO-CBD	Joint Program Executive Office for Chemical Biological Defense
JPM	Joint Project Manager
LPTA	Lowest Price Technically Acceptable
MDA	Milestone Decision Authority
MDD	Materiel Development Decision
NAICS	North American Industry Classification Codes
OGA	Other Government Agency
P&D	Production & Deployment
POP	Period of Performance
RAD/NUC	Radiological/Nuclear
RDAP	Research, Development, Acquisition and Production/Procurement
TMRR	Technology Maturation/Risk Reduction
WMD	Weapons of Mass Destruction

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0027	N/A	N/A	N/A	Government
0028	N/A	N/A	N/A	Government
0029	N/A	N/A	N/A	Government
0030	N/A	N/A	N/A	Government
0031	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
1010	N/A	N/A	N/A	Government
1011	N/A	N/A	N/A	Government
1012	N/A	N/A	N/A	Government

1013	N/A	N/A	N/A	Government
1014	N/A	N/A	N/A	Government
1015	N/A	N/A	N/A	Government
1016	N/A	N/A	N/A	Government
1017	N/A	N/A	N/A	Government
1018	N/A	N/A	N/A	Government
1019	N/A	N/A	N/A	Government
1020	N/A	N/A	N/A	Government
1021	N/A	N/A	N/A	Government
1022	N/A	N/A	N/A	Government
1023	N/A	N/A	N/A	Government
1024	N/A	N/A	N/A	Government
1025	N/A	N/A	N/A	Government
1026	N/A	N/A	N/A	Government
1027	N/A	N/A	N/A	Government
1028	N/A	N/A	N/A	Government
1029	N/A	N/A	N/A	Government
1030	N/A	N/A	N/A	Government
1031	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0006	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0008	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0009	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0013	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0014	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	
0015	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination	

0016	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0017	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0018	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0019	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0020	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0021	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0022	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0023	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0024	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0025	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0026	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0027	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0028	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0029	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0030	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
0031	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
1001	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination
1002	POP 01-OCT-2016 TO 30-SEP-2021	N/A	N/A FOB: Destination

1003	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1004	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1005	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1006	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1007	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1008	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1009	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1010	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1011	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1012	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1013	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1014	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1015	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1016	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1017	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1018	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1019	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1020	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination

1021	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1022	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1023	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1024	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1025	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1026	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1027	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1028	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1029	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1030	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination
1031	POP 01-OCT-2021 TO 30-SEP-2026	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.211-16	Variation In Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

G.1. Contract Administration Procedures

G.1.1 The Contracting Officer (KO) is the sole individual with the authority to obligate the Government. In no event shall any understanding or agreement, contract modification, change order, or other matter in addition to or deviation from the terms of this contract between the contractor and a person other than the Contracting Officer (KO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO.

In the event that contractor receives information, efforts, or changes from individual other than the Contracting Officer, it is incumbent on the contractor to immediately notify the Contracting Officer.

G.2. Administrative Points of Contact:

G.2.1. All questions and/or concerns pertaining to this contract will be addressed to the Contract Specialist for this contract:

U.S. Army Contracting Command – Aberdeen Proving Ground
 Natick Contracting Division
 100 Medway Road, Suite 300
 Milford, MA 01757
 ATTN: Yvette Daltorio
 Email: yvette.m.daltorio.ctr@mail.mil

G.2.2. The Contracting Officer (KO) for this contract is:

Mr. Kevin Parker
 Email: kevin.j.parker3.civ@mail.mil
 Phone: 508-233-6175

G.2.3. The Contracting Officer's Representative for the resulting contract is:

TBD - Provided at time of award if applicable

G.2.3. The Government Technical Point of Contact for the resulting contract is:

TBD - Provided at time of award if applicable

G.3. CONTRACTOR'S CONTRACT ADMINISTRATION

The contractor's contract administration functions will be performed at the following address:

Name and Title: _____

 Responsible Office: _____
 Address: _____

 Telephone Number: _____
 DUNS #: _____ CAGE #: _____

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

**ACC-APG NCD 5152.232-7003 INVOICING INSTRUCTIONS AND PAYMENT
(WAWF INSTRUCTIONS) (NCD) (AUG 2009)**

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <https://wawftraining.eb.mil/wbt/>

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

Receiving Report (DD 250) Destination Inspection / Destination Acceptance	
Inspect and Accept at place of destination	
Invoice and Receiving Report (Combo) - Destination Inspection / Destination Acceptance	
Pay DoDAAC	TBD
Issue By DoDAAC	W911QY
Admin DoDAAC	TBD
Inspec tBy DoDAAC	TBD
Ship To Code	TBD

(c) The contractor shall submit invoices /cost vouchers for payment per contract terms.

(d) The Government shall process invoices /cost vouchers for payment per contract terms.

(e) For each invoice /cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title
TBD	TBD	TBD	TBD

Section H - Special Contract Requirements

H.1 PERFORMANCE BY FOREIGN NATIONALS

a. In accordance with 8 U.S.C. 1324(a), it is unlawful to hire for employment in the U.S. an individual without verifying that individual's employment authorization. 8 C.F.R. 274(a)(2) VERIFICATION OF EMPLOYMENT ELIGIBILITY identifies the official documents that establish employment eligibility.

b. Prior to performance of work by a foreign national as a result of this contract, the employer shall provide the Contracting Officer the name of the foreign national and identify the type of forms(s) produced for verification of employment status. Should the foreign national's performance require access to DoD facilities, the employer shall coordinate with the sponsor providing access, in order to submit the following:

1. Individual's Name
2. Date of Birth
3. Citizenship
4. Date and Location of the Visit
5. Purpose of the Visit
6. Passport Number
7. Employer's Verification of Work Authorization

This information shall be forwarded to the Contracting Officer at least thirty days prior to the visit taking place. Failure to provide this information within this time frame may prevent the individual(s) from entry into the DoD facilities.

H.2 TRAVEL REIMBURSEMENT

The Government will reimburse the Contractor for TDY/nonlocal travel. The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays) will not be reimbursed. Per diem will be paid at Joint Travel Regulation (JTR) rates. Application of general and administrative (G&A) rate on travel expenses is allowable if travel is normally part of the Contractor's G&A base. The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance. Local travel may be recovered as an indirect overhead expense. Profit or fee is not authorized on travel related costs.

H.3 CONDUCT OF REGULATED RESEARCH

Services provided under this contract must be conducted in accordance with all state, federal, DOD, and command laws, regulations, policies, and procedures that govern the conduct of regulated research. Federal regulations governing cGCP are found in 21CFR 11, 50, 54, 56, 312, and 314 and important guidelines are in the FDA Information Sheets. Additional regulations for human subjects protection are found in 45CFR 46. The International Convention on Harmonization Guidelines for Good Clinical Practice is also standards governing the conduct of research trials. References for military regulations and policies governing regulated research may be found at <https://mrmc.amedd.army.mil/rodorphrpo.asp>.

H.4 DISCLOSURE OF INFORMATION

(1) Army Regulation AR 360-1, Paragraphs 5-48 and Appendix D, prescribes Department of the Army policies on the review and clearance of materials proposed for release to the public by all entities holding Army contracts and/or assistance instruments. This clause is intended to provide safeguards against the accidental release of proprietary or classified information.

(2) The contractor shall forward the information proposed for public release, along with a cover transmittal letter, identifying the contract/instrument number, the specific information to be released, the medium to be used, and the purpose of the release, to the cognizant Contracting Officer at the address shown below. The Government will have no longer than sixty (60) calendar days to review the proposed release of information. During this sixty (60) day period, the contractor and the Government agree to confer and consult with each other to ensure that no proprietary or classified information is released.

U.S. Army Contracting Command – Aberdeen Proving Ground
 Natick Contracting Division
 CCAP-SCN
 General Greene Avenue
 Natick, MA 01760

H.5 SUBCONTRACTOR CERTIFICATION

The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

H.6 CONTRACTOR'S ORGANIZATION AND KEY PERSONNEL

a. The contractor's organization shall be established with authority to effectively accomplish the objectives of the Statement of Work. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

b. The key personnel listed in paragraph c below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain the written consent of the contracting officer. In order to obtain such consent, the contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

c. Key Personnel List

NAME	POSITION
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d. Prior to permanently reassigning any of the specified individuals to other contracts, the contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No reassignment shall be made by the Contractor without written consent of the Contracting Officer. The "Key Personnel" list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

CLAUSES INCORPORATED BY REFERENCE

52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.211-12	Liquidated Damages--Construction	SEP 2000
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.216-5	Price Redetermination--Prospective	OCT 1997
52.216-6	Price Redetermination-Retroactive	OCT 1997
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011

52.216-11	Cost Contract--No Fee	APR 1984
52.216-12	Cost-Sharing Contract--No Fee	APR 1984
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-17	Incentive Price Revision-Successive Targets	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-3	Buy American --Free Trade Agreement--Israeli Trade Act	MAY 2014
52.225-5	Trade Agreements	NOV 2013
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007

52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-14	Rights in Data--General	MAY 2014
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software License	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-17	Warranty Of Supplies Of A Noncomplex Nature	JUN 2003
52.246-18	Warranty Of Supplies Of A Complex Nature	MAY 2001
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	AUG 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	AUG 2015
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.206-7000	Domestic Source Restriction	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.217-7026	Identification of Sources of Supply	NOV 1995
252.217-7027	Contract Definitization	DEC 2012
252.219-7000	Advancing Small Business Growth	MAY 2015
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	AUG 2015
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	NOV 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.249-7000	Special Termination Costs	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of _____ and shall not be binding until so approved.

(End of clause)

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

52.216-3 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the supplies identified as line items _____ [offeror insert Schedule line item number] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____.

(End of clause)

52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was

submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

(a) Definitions. As used in this clause--

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

- (1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) (☐) Outside the United States.

(End of provision)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

[To be filled in by Contracting Officer]

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert ``See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (NOV 2014)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _____ is/are incrementally funded. For this/these item(s), the sum of \$---- _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

(a) Definitions. As used in this clause--

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.246-7001 WARRANTY OF DATA (MAR 2014)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment 1 – Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.223-6	Drug-Free Workplace	MAY 2001
252.223-7004	Drug Free Work Force	SEP 1988

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) codes for this acquisition are 541511, 541512, 541711 and 541712.

(2) The small business size standard is \$27,500,000, \$27,500,000, 500, 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

(a) Definitions. As used in this clause--

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (____) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (____) Outside the United States.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(____) yes(____) no

(End of Provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L 1.0 EVALUATION FACTORS

Factor Identification: The purpose of this source selection process is to review and evaluate the proposals received in response to the Joint Enterprise - Research, Development, Acquisition, and Production/Procurement (JE-RDAP) Request for Proposals (RFP), W911QY-16-R-0010, using the following factors:

Factor I - Technical/Management

Sub-factor 1: Technical and Production Experience

Sub-factor 2: Integration Experience

Sub-factor 3: Cost Management

Sub-factor 4: Management Structure

Factor II - Cost/Price

Factor III - Past Performance

Order of Importance:

L 1.1 Factor I - Technical/Management. There is a seven (7) page limit for the response to the Technical/Management Factor.

L 1.1.1 Sub-Factor 1: Technical Experience

L 1.1.1.1 Submission Requirements

The Offeror shall possess and describe its corporation's internal experience in at least one of the core competency areas below.

Research, Development, and Acquisition Experience: The Offeror shall describe its experience, as a team or as a standalone organization, pertaining to research, design, and development of a program executed in accordance with DODI 5000.02.

Production Experience: The Offeror shall describe its experience, as part of a team or as a standalone organization, pertaining to the production/manufacture of a system/capability. The contractor shall describe its experience implementing "scale up," configuration management, and quality control.

L 1.1.1.2 Minimum Requirements

The Offeror identifies its core competency as Research, Development, and Acquisition or Production/Procurement. The offeror identifies previous "relevant" experience(s) in which it implemented this core competency with success. "Relevant" experience shall be defined as a CBRNE defense system/capability or non-CBRNE hardware, software or combined hardware-software intensive research and development program.

L 1.1.2 Sub-Factor 2: Integration Experience

L 1.1.2.1 Submission Requirements

The Offeror shall demonstrate its experience, as part of a team or as a standalone organization, pertaining to integration of multiple hardware, software, or combined hardware-software systems, equipment, or materiel into one broad-based, synergistic, system-of-systems capability.

L 1.1.2.2 Minimum Requirements

The Offeror identifies previous experience(s) in which it implemented integration of multiple systems into one capability.

L 1.1.3 Sub-Factor 3: Cost Management

L 1.1.3.1 Submission Requirements

The Offeror shall describe its experience implementing cost control methodologies (processes/procedures) applied to the research and development of a hardware, software, or combined hardware/software system/capability. In addition, the Offeror shall report associated cost savings and cost avoidance achieved.

L 1.1.3.2 Minimum Requirements

The Offeror identifies previous experience(s) in which it implemented cost controls on a CBRNE or other “relevant” system. The Offeror identifies the cost savings and cost avoidance achieved. “Relevant” system shall be defined as a CBRNE defense system/capability or non-CBRNE hardware, software or combined hardware-software intensive research and development program.

L 1.1.4 Sub-Factor 4: Organizational Structure and Management Approach

L 1.1.4.1 Submission Requirements

The Offeror shall present its organizational structure, to include team members if applicable, and describe the organization’s approach to manage and execute future RDAP Orders.

L 1.1.4.2 Minimum Requirements

The Offeror identifies an organizational structure and management approach that clearly identifies the roles and responsibilities of personnel and subcontractors, lines of authority, span of control, and communication strategies. The Offeror identifies an approach for managing cost, schedule, and performance on future RDAP Orders, as well as identification of dedicated core resources.

L 1.2 Factor II - Cost/Price

L 1.2.1 Submission Requirements

There is no page limit for the response to the Cost/Price Factor.

L 1.2.2 Minimum Requirements

The Offeror identifies a fully completed Cost/Price volume in accordance with the solicitation, to include a rate buildup consistent with Defense Contract Audit Agency (DCAA) guidelines. The Offeror proposes a fair and reasonable, balanced and realistic price proposal.

L 1.3 Factor III - Past Performance

L 1.3.1 Submission Requirements:

Information provided under the Past Performance Factor shall explain (1) whether the Offeror's present/past performance is recent and relevant to the solicitation requirements and (2) how well the Offeror performed on present/past contracts. “Relevant” means performance that demonstrates the Offeror has supported contracts requiring research, development, acquisition, and/or production/procurement (RDAP) support, and may include experience with Chemical, Biological, Radiological, Nuclear, and High-Yield Explosives (CBRNE) and/or implementation of the Department of Defense Instruction (DODI) 5000.02. “Recent” means any contract under which any performance, delivery, or corrective action has taken place within the last three years of the issuance of this solicitation. NOTE: The Government may utilize past performance information from sources other than those identified by the Offeror (e.g., Contractor Performance Assessment Reporting System (CPARS), etc.). There is no page limit for the response to the Past Performance Factor.

The Past Performance volume shall contain the following sections:

Section 1 - Contract Descriptions: The Offeror shall submit contract descriptions of its recent and relevant performance representing three (3) Government and/or commercial contracts. The past performance information may be from predecessor companies or key personnel who have relevant experience.

For large multi-function firms, all past performance information provided shall be specific to the offering segment of the firm (e.g., division, group, unit, etc.) that is submitting the proposal.

The following information shall be included for each contract reference:

1. Contractor place of performance, CAGE Code, and DUNS Number. If the work was performed as a subcontractor, also provide the name of the Prime contractor and point of contact (POC) information within the Prime contractor organization (i.e., name and current address, e-mail address, and telephone and fax numbers).
2. Government contracting activity and POC information of the Procuring Contracting Officer (i.e., name and current address, e-mail address, and telephone and fax numbers).
3. Requiring agency and POC information of the Government Technical Representative/Contracting Officer Representative (COR) (i.e., name and current address, e-mail address, and telephone and fax numbers).
4. Government contract administration activity and POC information of the Administrative Contracting Officer (i.e., name and current address, e-mail address, and telephone and fax numbers).
5. Contract Number and Delivery/Task Order Number(s) (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements).
6. Contract Type (e.g., Fixed-Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (i.e., Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (e.g., FP, CR, T&M, etc.).
7. Awarded price/cost.
8. Final or projected final price/cost.
9. Original delivery schedule, including dates of start and completion of work.
10. Final or projected final delivery schedule, including dates of start and completion of work.

Section 2 - Performance:

1. For each of the contracts listed in Section 1 - Contract Descriptions, the Offeror shall provide a specific, detailed narrative that describes the similarities and relevance of that work to the work required by this solicitation, as well as objectives achieved and cost growths or schedule delays encountered.
2. The Offeror shall provide copies of Quality Deficiency Reports and Corrective Actions submitted by the Defense Contract Management Agency (DCMA) office within the past three (3) years.
3. For Government contracts that did not nor do not meet original requirements with regard to either cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such factor(s) and any corrective actions taken to avoid recurrence.
4. For all contracts terminated in whole or in part, for default or cause, during the past three (3) years, to include those currently in the process of such termination, as well as those that are not for work similar to the proposed effort, the Offeror shall provide a brief explanation of the reason(s) for such factor(s) and any corrective actions taken to avoid recurrence.
5. If the Offeror is a Large Business, the Offeror shall submit information which demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business

Subcontracting Plan, as applicable for the relevant past performance cited in Section 1 - Contract Description. For compliance with FAR 52.219-8, the Offeror shall include a description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization. For compliance with FAR 52.219-9, the Offeror shall include documentation for achieving goals established under these prior contracts. If the Offeror's record does not establish compliance with these goals, the Offeror shall include an explanation with its narrative for each contract. If the Offeror is a Small Business, the Offeror shall provide an explanation that it is a Small Business.

6. If the Offeror has no past performance experience, the Offeror shall provide an explanation that it has no recent or relevant experience.

Section 3 - Past Performance Questionnaire: For each contract identified in Section 1 - Contract Descriptions, the Offeror shall distribute a Past Performance Questionnaire (i.e., Section J, Attachment 3 of the solicitation). The Offeror shall complete Part I of the Questionnaire and then e-mail the questionnaire to both the Government contracting activity and technical representative responsible for each past/current contract. The POCs shall be instructed to electronically complete Part II of the Questionnaire and then e-mail the entire Questionnaire to the following contracting office email addresses no later than the proposal due date: kevin.j.parker3.civ@mail.mil and yvette.m.daltorio.ctr@mail.mil

L 1.3.2 Minimum Requirements: The Offeror demonstrates past performance that met cost, schedule, and performance requirements on relevant programs in the context of the Technical/Management Factor for this effort. The Offeror provides past performance that demonstrates its use of a good management approach. In order to be eligible for consideration of award, a rating of no less than "RELEVANT" and an assessment of "SUBSTANTIAL CONFIDENCE" must be achieved for the Past Performance Factor.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.250-2	SAFETY Act Coverage Not Applicable	FEB 2009
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price or Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Mr. Kevin Parker
Contracting Officer
ACC-APG, Natick Contracting Division
100 Medway Road, Suite 305
Milford, MA 01757
Telephone: 508-233-6175
Email: kevin.j.parker3.civ@mail.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

<http://farsite.hill.af.mil/vfdfar1.htm>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section M - Evaluation Factors for Award

M 1 EVALUATION METHODOLOGY

M 1.1 Factor I - Technical/Management:

There are four (4) Sub-Factors to the Technical/Management Factor. The Government will review the proposal contents of each of these Sub-Factors independently of one another and then assign an adjectival assessment rating to each. After each of the Sub-Factors has been assigned an adjectival assessment rating, the Government will assign a rating to the overall Technical/Management Factor, which will consist of a “roll-up” of the Sub-Factor ratings. The ratings in the table below, and their corresponding definitions, will be used in the evaluation of the Technical/Management Factor and its Sub-factors.

Technical/Management Factor Adjectival Assessment Ratings	
Rating	Definition
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

The Technical/Management Factor evaluation will assess an Offeror’s likelihood of success in performing future RDAP Orders as indicated by its proposed response. In order to be eligible for consideration of award, a rating of no less than “GOOD with LOW RISK” must be achieved for the Technical/Management Factor and each of its Sub-Factors.

M 1.2 Factor II - Cost/Price

In evaluating offers, the Government will perform a price analysis based on adequate price competition and other data available. The Government will evaluate the proposed labor rates submitted by the Offeror.

The Government will analyze the Offeror’s cost proposal for completeness, fairness and reasonableness. Completeness will be considered if all requirements in Section L of the solicitation regarding the Cost/Price Factor have been satisfied. Submission of an incomplete Cost/Price proposal volume will constitute the Offeror’s proposal to be non-compliant with the terms and conditions of the solicitation, and will render the proposal ineligible for award. Price analysis using one or more methods listed under FAR 15.404-1(b) will be used to ensure that the awarded contracts will result in fair and reasonable prices. Price reasonableness is a matter of the competitiveness of the Offeror’s proposal, considering the total price proposed. The Government will perform a price analysis based upon an evaluation of the proposed separate price elements and profit. The Government may use various price analysis techniques to ensure a fair and reasonable price. Additionally, the Government will use information other than cost and pricing data submitted by the offeror and other data available to the Government.

Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more fully burdened labor rate(s) is significantly over or understated as indicated by the application of price analysis techniques. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M 1.3 Factor III - Past Performance:

There are two (2) aspects to the Past Performance Factor. The Government will first evaluate the Offeror's past performance to determine how relevant recent efforts accomplished by the Offeror are to this effort. A "Past Performance Relevancy Rating" will be assigned based on the Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the requirements of this solicitation. For the second aspect of the past performance evaluation, the Government will assess how well the Offeror performed on the contracts through the Past Performance Confidence Assessment. See Past Performance Ratings tables below.

PAST PERFORMANCE RELEVANCY RATINGS	
Rating	Definition
Relevant	Present/past performance effort involved similar scope, magnitude of effort and complexities that this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope, magnitude of effort and complexities that this solicitation requires.

PAST PERFORMANCE CONFIDENCE ASSESSMENT RATINGS	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can reasonably be assigned.

When assessing past performance relevancy and a confidence level, the Government will focus its inquiry on the past performance of the Offeror as it relates to all solicitation requirements. These requirements include all aspects of cost, schedule, and performance, including the Offeror's record of: (1) conforming to specifications and standards of good performance; (2) maintaining program execution within price; (3) adherence to contract schedules; (4) ability to resolve technical and management problems quickly and effectively; (5) professional concern for the interest of its customers; and (6) establishing and maintaining adequate management of subcontractors.

The Offeror is cautioned that, in conducting the Past Performance assessment, the Government may use data provided in the Offeror's proposal as well as data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The Offeror is reminded that, while the Government may elect to consider data obtained from other sources, the burden of proving relevancy, and a high confidence level under the Past Performance Factor, rests with the Offeror.

CLAUSES INCORPORATED BY REFERENCE

52.214-22	Evaluation Of Bids For Multiple Awards	MAR 1990
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.217-5	Evaluation Of Options	JUL 1990